



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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April 26, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health to enter into an agreement with The Community Council of Nashua, NH, dba Greater Nashua Mental Health Center at Community Council, 440 Amherst Street, Nashua, New Hampshire, 03060, (Vendor # 154112-B001), for the development and implementation of an infrastructure to support outpatient treatment options for youth and transitional aged youth with substance use disorder/co-occurring disorder, in an amount not to exceed \$370,604, effective upon date of Governor and Executive Council approval, through September 30, 2021. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020 through SFY 2022, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-921010-2059 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUR FOR CHILDRENS BEHAVIORAL HLTH, STATE YOUTH TREATMENT PLANNING

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Program Services	92102059	\$115,103.00
SFY 2020	102-500731	Contracts for Program Services	92102059	\$110,113.00
SFY 2021	102-500731	Contracts for Program Services	92102059	\$110,113.00
SFY 2022	102-500731	Contracts for Program Services	92102059	\$35,275.00
			Total	\$370,604.00

EXPLANATION

The purpose of this request is to develop and implement an infrastructure to support outpatient treatment options for youth and transitional aged youth with Substance Use Disorder/Co-occurring Disorder (SUD/COD) that streamlines the necessary services for youth and transitional aged youth with SUD/COD and their families.

Contracting with treatment providers is a nationally recognized approach for serving youth and young adults with SUD/COD. NH's substance use treatment models have an emphasis on serving adult populations. New infrastructure being developed is intended to align with adult services, while being designed to meet the unique needs of youth and transitional aged youth with SUD/COD diagnosis.

Individuals with SUD/COD have complex behavioral health needs and face a range of challenges. There is a high likelihood for youth and transitional aged youth with SUD/COD to relapse when treatment is sought. The new infrastructure includes the requirement for each treatment provider to be trained in an evidence based practice both specific to adolescents and transitional aged youth and a co-occurring behavioral health disorder.

Youth and transitional aged youth with SUD/COD are at risk for poor health and education outcomes. Youth and transitional aged youth with SUD/COD are more likely than their non-SUD/COD peers to:

- Have difficulty forming friendships.
- Drop out of high school.
- Come in contact with the juvenile justice system.
- Attempt suicide.

Moreover, youth and transitional aged youth with SUD/COD, especially those served in out-of-home placements such as foster and/or residential care, are often prescribed and taking more than one psychotropic medication, which puts them at increased risk for adverse side effects that could negatively impact their physical health.

The population served are often served by, or come into contact with, multiple state and local agencies such as, Medicaid, social service agencies, child welfare agencies, behavioral health agencies, juvenile justice systems; and, schools and other education organizations. The agencies may not always coordinate services and care planning for youth due, in part, to poor communication channels, lack of comprehensive information, or concerns regarding confidentiality and privacy.

When a child's behavioral health and psychosocial needs are not addressed, from a whole person/whole family approach, families may find themselves cycling in and out of crises. Youth in crisis may end up in out-of-home placements such as residential treatment centers, foster care, or juvenile detention centers. These potentially avoidable and restrictive placements separate youth from their families and communities, and increase costs for the State.

This need is rapidly becoming a growing piece of NH's Children's Behavioral Health System. These contracts are vital in order to pay the vendors to provide SUD/COD services to youth and young adults enrolled in these treatment services.

The Contractors will bring stakeholders across the system together to provide access to screening, assessment, outpatient treatment, recovery services, and support that will remain continuously available, regardless of participation status.

A minimum of 100 youth and transitional aged youth with SUD/COD will be served through the contract period. Services will be provided to youth who are uninsured, and will be paid for by the grant, while stakeholders will work concurrently with the Department to secure Medicaid for those youth, when appropriate.

According to the most recent (2017) estimates from the National Survey on Drug Use and Health (NSDUH), New Hampshire has some of the highest rates of substance misuse by youth and young adults in the country. One in four (25.4%) underage youth age 12-20 in New Hampshire reported past month alcohol use, while the national average for this age group is roughly one in five (19.5%). Additionally, 15.8% of those ages 12-20 reported past month binge alcohol use compared to the national average of 12 percent.

Nearly 10% of youth and 32% of young adults in New Hampshire reported past month illicit drug use. The past month use of marijuana for was 8.6% for 12-17-year-olds and 28.9% for 18-25-year-olds. New Hampshire had the fourth highest percentage of past-year cocaine use and the third highest percentage of past-year heroin use in the U.S. among 18-25-year-olds (8.8% and 1.4%, respectively). Eighteen percent of young adults (age 18-25) reported needing but not receiving treatment at a specialty facility for substance use (alcohol or drugs) in the past year, the fourth highest rate in the nation. The percentage of 12-17-year-olds who reported needing but not receiving treatment for SUD was 4.17 percent.

This development of services is being referred to as Creating Connection NH Program. The goal of the Creating Connecting NH Program is to continuously improve and sustain a system of care for youth and young adults ages 12-25 with (SUD) and/or (SUD/COD). In particular, youth of color and lesbian, gay, bisexual, and transgender (LGBT) youth ages 12-25 are the program's populations of focus. Expected outcomes for the Creating Connections NH include strengthening NH's SUD treatment infrastructure and increase access to evidence-based assessments, treatment models, and recovery services for the population of focus through coordinated and streamlined services to youth and their families. This new infrastructure and continuum of care for youth will strengthen and broaden NH's current SUD treatment system that has previously only had a focus on NH's adult population in need of these services and supports.

To facilitate the anticipated program outcomes, the contracted treatment providers will be trained in the evidence-based practices known as, the Seven Challenges. Independent studies funded by, The Center for Substance Abuse Treatment in Washington, D.C. and published in peer reviewed journals -- one study at the University of Iowa and the other at the University of Arizona, have provided evidence that demonstrates the effectiveness of, The Seven Challenges, as a "co-occurring" program that significantly decreases the substance use of adolescents and greatly improves their overall mental health status. Data also show that the program has been especially effective with

the large number of substance abusing youth who have trauma issues,

The Contractors were selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services web site from October 30, 2018 through November 30, 2018. The Department received two (2) proposals/applications. The proposals/applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Score Summary Sheet is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

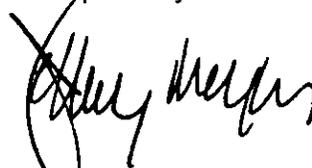
Should the Governor and Executive Council not authorize this request, the State Youth Treatment Implementation Program will not be able to serve youth and young adults with SUD/COD diagnosis in NH, which may lead to the Program not being effectively implemented. Non Authorization would in turn reduce NH effectiveness in treating youth-focused substance use disorder.

Area served: Greater Manchester and Nashua regions.

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration, CFDA #93.243, FAIN #TI080192

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

STATE YOUTH TREATMENT IMPLEMENTATION –
TREATMENT PROVIDERS

RFP-2019-DBH-02-STATE

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Granite Pathways
2. Greater Nashua Mental Health Center

Pass/Fail	Maximum Points	Actual Points
	450	375
	450	379

1. Shawn Blakey
State Youth Treatment Coordinator
2. Adele Gallant
Administrator- BCBH
3. Paul Kiernan
LADC Clinical Services Specialist
4. Tanja Godtfredsen
Business Administrator II

Subject: State Youth Treatment Implementation - Treatment Providers (RFP-2019-DBH-03-STATE)

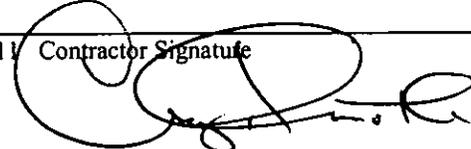
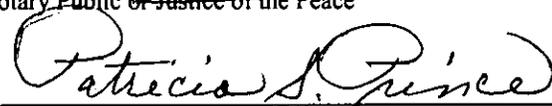
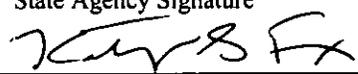
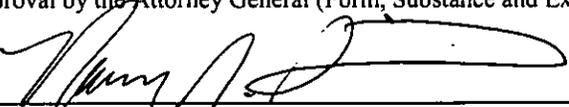
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Community Council of Nashua, NH, dba Greater Nashua Mental Health Center at Community Council		1.4 Contractor Address 440 Amherst Street Nashua, NH 03060	
1.5 Contractor Phone Number (603) 889-6147	1.6 Account Number 05-095-092-921010- 20590000-102-500731	1.7 Completion Date 9/30/2021	1.8 Price Limitation \$370,604
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CRAIG D. AMOTH, PRES. & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>April 19, 2019</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> [Seal]  </div> <div style="text-align: right;"> PATRICIA S. PRINCE Notary Public - New Hampshire My Commission Expires July 19, 2022 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace PATRICIA S. PRINCE, NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/2/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials CA
Date 4/19/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.

2. Scope of Services

2.1. Infrastructure Development for Outpatient Services

- 2.1.1. The Contractor shall collaborate with the Department to develop and implement an infrastructure that offers a range of direct treatment options within a recovery-oriented system, including outpatient treatment and recovery supports that remain continuously available to youth and transitional aged youth with SUD/COD. The Contractor may offer direct services that include, but are not limited to:
 - 2.1.1.1. Screening;
 - 2.1.1.2. Assessment;
 - 2.1.1.3. Outpatient treatment services;
 - 2.1.1.4. Medication Assisted Treatment (MAT); and
 - 2.1.1.5. Recovery support, which:
 - 2.1.1.5.1. May be provided on an individual or group basis.
 - 2.1.1.5.2. Shall be provided by a Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or a Licensed Supervisor.
- 2.1.2. The Contractor's infrastructure plan shall support outpatient treatment options for youth and transitional aged youth with SUD/COD and their families in a manner that improves access and streamlines necessary



SUD services.

- 2.1.3. The Contractor shall provide a comprehensive infrastructure development plan that includes timelines and benchmarks no later than thirty (30) days after the contract effective date, for Department approval, that includes, but is not limited to:
 - 2.1.3.1. Methods of recruiting screening and hiring personnel.
 - 2.1.3.2. Outreach that will be conducted to engage local community resources.
 - 2.1.3.3. Approach to collaborate with Community Partners and Stakeholders as indicated in Section 2.5 below including, but not limited to, Regional Doorway NH and IDN.
 - 2.1.3.4. Having staff trained in 7 Challenges in accordance with the Department's plan to provide the training.
 - 2.1.3.5. Development of informational flyers/marketing material and share with local community resources that use the program name "Creating Connections NH."

2.2. Outpatient Services

- 2.2.1. The Contractor shall provide outpatient services to eligible clients who include, but are not limited to individuals who:
 - 2.2.1.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the client's primary care provider;
 - 2.2.1.2. Have co-occurring mental health disorders; and
 - 2.2.1.3. Are on medications, and are taking those medications as prescribed, regardless of the class of medication.
- 2.2.2. The Contractor shall obtain written consent for treatment from the parent or legal guardian, in accordance with 42CFR Part 2, prior to providing services. The Contractor shall ensure:
 - 2.2.2.1. Clients who are less than twelve (12) years of age, and their parents, are provided with consent forms.
 - 2.2.2.2. Consent forms contain language for the client, parent or legal guardian, to give consent to share information with social services agencies involved in the client's care, which may include, but are not limited to:
 - 2.2.2.2.1. Department of Health and Human Services, Division for Children, Youth and Families.
 - 2.2.2.2.2. Department of Corrections, Probation and Parole.
 - 2.2.2.3. Services are not withheld if a client refuses to complete the



consent form for information sharing.

2.2.3. The Contractor shall provide services to an adolescent regardless of:

2.2.3.1. The parent's inability to pay the fee.

2.2.3.2. The parent's unwillingness to pay the fee.

2.2.3.3. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.2.4. The Contractor shall ensure youth who are uninsured:

2.2.4.1. Receive services.

2.2.4.2. Are assisted in working with the Department to secure Medicaid, as appropriate.

2.2.5. The Contractor shall offer a variety of treatment options:

2.2.5.1. That include individual, family and/or group counseling, within a recovery-oriented system of care model.

2.2.5.2. Are aligned with New Hampshire Revised Statutes Annotated (RSA) 135-F.

2.2.5.3. That include outpatient treatment and recovery supports that remain continuously available, regardless of participation status.

2.2.6. The Contractor shall offer the full spectrum of intensive outpatient services per the Medicaid SUD Benefit in accordance with New Hampshire Administrative Rule He-W 513, which includes, but is not limited to:

2.2.6.1. Evidence based SUD/COD treatment services that are accepted under the ASAM criteria

2.2.6.2. Screening and assessment;

2.2.6.3. Opioid Treatment Services;

2.2.6.4. Prescribing pharmaceuticals;

2.2.6.5. Medication Assisted Treatment, in house or may be subcontracted to another provider;

2.2.6.6. Outpatient individual treatment;

2.2.6.7. Group treatment;

2.2.6.8. Family treatment;

2.2.6.9. Referrals to intensive outpatient program, partial hospitalization and inpatient services, as appropriate; and

2.2.6.10. Peer Recovery Support Services.

2.2.7. The Contractor shall have efficient intake and delivery which may be an



open access or other streamlined intake and assessment model.

- 2.2.8. The Contractor shall utilize an evidence based screening tool approved by the Interagency Council and the Department, which may include:
 - 2.2.8.1. The Global Appraisal of Individual Needs [GAIN, GAIN-Q3, GAIN Q-3 LITE (<http://gaincc.org/instruments/>)
 - 2.2.8.2. Child and Adolescent Needs and Strengths (CANS).
 - 2.2.8.3. Car, Relax, Alone, Forget, Friends, Trouble, CRAFFT).
 - 2.2.8.4. Another comparable assessment tool that ensures the Contractor's ability to:
 - 2.2.8.4.1. Quickly identify clients.
 - 2.2.8.4.2. Determine behavioral health disorders.
 - 2.2.8.4.3. Determine substance use disorders.
 - 2.2.8.4.4. Determine the need to refer clients to appropriate behavioral health services.
- 2.2.9. The Contractor shall utilize the screening and identification of appropriate level of treatment necessary for each youth through the use of the American Society of Addiction Medicine (ASAM) criteria, which includes, but is not limited to:
 - 2.2.9.1. Acute intoxication and/or withdrawal potential;
 - 2.2.9.2. Biomedical conditions and complications;
 - 2.2.9.3. Emotional, behavioral, or cognitive conditions and complications;
 - 2.2.9.4. Readiness and interest in change;
 - 2.2.9.5. Relapse, continued use or continued problem potential;
 - 2.2.9.6. Recovery/living environment.
- 2.2.10. The Contractor shall ensure Outpatient and Intensive Outpatient Treatment Plans:
 - 2.2.10.1. Are based upon assessment data.
 - 2.2.10.2. Identify the client's clinical needs, treatment goals and objectives.
 - 2.2.10.3. Define the strategy for providing services to meet those needs, goals and objectives.
 - 2.2.10.4. Provide the criteria for terminating specific interventions.
 - 2.2.10.5. Include specifications and descriptions of the indicators to



be used to assess the individual's progress.

2.2.10.6. Include a discharge plan.

2.2.11. The Contractor may administratively discharge a client from a program only if:

2.2.11.1. The client's behavior on program premises is abusive, violent, or illegal;

2.2.11.2. The client is non-compliant with prescription medications;

2.2.11.3. Clinical staff have documented therapeutic reasons for discharge, which may include the client's continued use of illegal drugs, or an unwillingness to follow appropriate clinical interventions; or

2.2.11.4. The client violates program rules in a manner that is consistent with the Vendor's progressive discipline policy.

2.2.12. The Contractor, or subcontractor, shall administer Medication Assisted Treatment in alignment with NH Bureau of Drug and Alcohol Services Guidance Document on Best Practices, Key Components for Delivering Community-Based Medication Assisted Treatment Services for Opioid Use Disorder in New Hampshire, Second Edition, April 2018, and as amended.

2.2.13. The Contractor shall provide family or youth peer support, or subcontract with Family Peer Support and Youth Peer Support agencies to provide this supportive service, to:

2.2.13.1. Youth in outpatient treatment.

2.2.13.2. Families of youth who are in outpatient treatment.

2.3. Client Education

2.3.1. The Contractor shall provide client education on topics that include, but are not limited to:

2.3.1.1. Substance Use Disorders.

2.3.1.2. Relapse prevention.

2.3.1.3. Infectious diseases associated with injection drug use, including, but not limited to, HIV, hepatitis, and TB.

2.3.1.4. Sexually transmitted diseases.

2.3.1.5. Emotional, physical, and sexual abuse.

2.3.1.6. Nicotine use disorder and cessation options.

2.3.1.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical



practitioners of drug and alcohol use during pregnancy.

2.3.1.8. Group education and counseling.

2.3.2. The Contractor shall maintain an outline of each educational and group therapy session provided.

2.4. Program Requirements

2.4.1. The Contractor shall work in collaboration with all fidelity and quality measurement tools required by the grant, which may include, but are not limited to:

2.4.1.1. Training in evidence-based practice, which will be determined by the Department;

2.4.1.2. The Seven Challenges and all of its tools (<http://www.sevenchallenges.com>);

2.4.1.3. SAMHSA's Government Performance and Results Act (GPRA) qualitative data tool, (<https://www.samhsa.gov/grants/gpra-measurement-tools/csat-gpra>);

2.4.1.4. The Screening, Brief Intervention, and Referral to Treatment (SBIRT) assessment (<https://www.samhsa.gov/sbirt/about>); and

2.4.1.5. The Child and Adolescent Needs Assessment.

2.4.2. The Contractor shall utilize the Evidence-Based Practice (EBP) of The 7 Challenges for treatment identified by the Interagency Council and recognized by SAMHSA and must remain in compliance with the EBP's delivery and fidelity measures.

2.4.3. The Contractor shall utilize the referral process defined by the Department to a NH Wraparound program local to the client.

2.5. Infrastructure Development with Community Partners and Stakeholders

2.5.1. The Contractor shall collaborate with community partners and stakeholders to develop an infrastructure that improves access and streamlines the necessary SUD services for youth and their families. The Contractor shall:

2.5.1.1. Collaborate with stakeholders to meet the unique needs of an adolescent and transitional aged youth population with SUD/COD diagnosis, while aligning those services with the adult services being provided.

2.5.1.2. Collaborate with stakeholders to improve youth and family outcomes.

2.5.1.3. Collaborate with the Department and other stakeholders to implement an infrastructure that streamlines services for



- youth and transitional aged youth with SUD/COD and their families, statewide.
- 2.5.1.4. Build relationships with other youth serving agencies in the community to better support clients served.
 - 2.5.1.5. Collaborate with the Children's Mental Health Initiative (CMHI) grantee and share in the framework and values of System of Care (SOC).
 - 2.5.1.6. Collaborate with all grant partners for the contract period, which include but are not limited to:
 - 2.5.1.6.1. Youth M.O.V.E. NH;
 - 2.5.1.6.2. NAMI NH;
 - 2.5.1.6.3. SYT-I Interagency Council
 - 2.5.1.6.4. Sununu Youth Services Center's SUD Treatment Center
 - 2.5.1.6.5. NH Care Management Entity;
 - 2.5.1.6.6. Human Services Research Institute (HSRI), the Grant Evaluation Contractor;
 - 2.5.1.6.7. University of New Hampshire's Institute on Disability (UNH-IOD), the Grant Workforce Development Contractor.
 - 2.5.1.7. Have one (1) staff representative participate in the monthly Interagency Council (IAC) meetings.
 - 2.5.1.8. Participate in a minimum of one (1) focus group and any additional focus groups that are requested by the Workforce Contractor.
 - 2.5.1.9. Collaborate with mental health treatment providers currently serving the targeted youth.
 - 2.5.1.10. Engage each youth with a mental health treatment provider, should the youth not be associated with one at the onset of SUD treatment.
 - 2.5.1.11. Collaborate with the approved NH Care Management Entity (CME) to utilize the NH Wraparound approach for a maximum of twenty (20) appropriately identified youth per year
 - 2.5.1.12. Continue existing relationships with other SUD treatment providers to ensure youth have access to the full continuum of care.
 - 2.5.1.13. Develop a relationship with any local youth serving organizations in order to identify youth in need, education



regarding addiction and outpatient treatment options and connection to youth enrichment programs for youth in outpatient treatment by identified vendors which include, but are not limited to:

- 2.5.1.13.1. The YWCA/YMCA.
- 2.5.1.13.2. Boys and Girls Club.
- 2.5.1.13.3. Girls Inc.
- 2.5.1.14. Foster connections with the local Integrated Delivery Network (IDN) in New Hampshire to ensure continuity in service delivery for individuals served.
- 2.5.1.15. Foster connections with the local/regional SUD HUB for treatment and recovery in order to align treatment modalities.
- 2.5.1.16. Collaborate with the Residential Adolescent Substance Use Disorder Treatment Facility should a youth required a period of treatment in a residential facility while they are participating in the Vendor's Intensive Outpatient Treatment Plan (IOTP).
- 2.5.1.17. Accept referrals from and prioritize those coming from the Residential Adolescent Substance Use Disorder Treatment Facility for outpatient treatment.
- 2.5.2. The Contractor shall participate in the Provider Collaborative to collaborate on what services and gaps exist statewide, and how to best meet the clients' needs.
- 2.5.3. The Contractor shall attend any SYT-I Grantee meetings facilitated by SMAHSA in the greater Washington DC area, which typically occurs every two (2) years, with the next meeting is anticipated to be held in June 2020.
- 2.5.4. The Contractor shall ensure a minimum of one (1) staff member or subcontractor to attend the Medication Assisted Treatment (MAT) Community of Practice and the accompanying Google Group.

2.6. Training

- 2.6.1. The Contractor shall ensure each treatment provider is trained in the evidence-based practices specified by the Department, both specific to adolescents and transitional aged youth, and a co-occurring behavioral health disorder.
- 2.6.2. The Contractor shall identify staff who will attend the NH Wraparound training.
- 2.6.3. The Contractor shall identify a minimum of one (1) staff member to participate in multiple trainings during the contract period, which shall



include, but is not limited to:

- 2.6.3.1. Culturally and Linguistically Appropriate Standards (CLAS);
- 2.6.3.2. Cultural Diversity; and
- 2.6.3.3. NH Wraparound.

3. Data

- 3.1. The Contractor shall work with the survey tool, "Government Performance and Results Act (GPRA)" and all other fidelity measures and quality measures as required by the grant, acknowledging that reporting data may include, but is not limited to:
 - 3.1.1. Services offered;
 - 3.1.2. Youth served; and
 - 3.1.3. Population Demographics. Of the 400 youth to be served, a breakdown of subpopulations may include, but not be limited to:
 - 3.1.3.1. American Indian/Alaskan Native: 1;
 - 3.1.3.2. Asian or Pacific Islander: 13
 - 3.1.3.3. Hispanic: 23
 - 3.1.3.4. Black Non-Hispanic: 8
 - 3.1.3.5. Multi-Race: 10
 - 3.1.3.6. LGBT: 20
- 3.2. The Contractor shall work with grant contractors to gather enrollment data, CLAS and Cultural and Linguistic Competence (CLC) data.
- 3.3. The Contractor shall work with the DHHS Behavioral Health Cultural and Linguistic Competence Coordinator to align data collection with CLC and CLAS standards, including Racial Ethnic and Linguistic (REAL) and Sexual Orientation Gender Identity (SOGI) data collection.
- 3.4. The Contractor shall maintain proper security and privacy controls on its systems to ensure that data is protected throughout its lifecycle.
- 3.5. The Contractor shall de-identify and aggregate data.
- 3.6. The Contractor shall utilize a secure file transfer – as reviewed and approved by the DHHS Information Security Office- to submit data to the Department and/or stakeholders.
- 3.7. The Contractor shall follow the procedure for all data collected as outlined in He-W 513 and 42 CFR Part 2, which includes, but is not limited to signed releases and client protection prior to sharing any de-identified and aggregated data.
- 3.8. The Contractor shall submit monthly reports relating to the data collected as



identified in Section 3.3.

4. Reporting

- 4.1. The Contractor shall provide the Department with quarterly reports on Client attendance, including, but not limited to, the following information:
 - 4.1.1. Percentage of clients completing treatment on terms consistent with their plan of care;
 - 4.1.2. The number of follow ups on clients who did not show up to appointments;
 - 4.1.3. Client adherence to the attendance policy; and
 - 4.1.4. Percentage of clients who attended their scheduled intake interview.
- 4.2. The Contractor shall provide the Department with quarterly reports on Client life plan and safety plans, as applicable, including, but not limited to, the following information:
 - 4.2.1. Percentage of clients who show significant progress toward life plan goals;
 - 4.2.2. Percentage of clients actively participating in life plan creation and the updating process; and
 - 4.2.3. Percentage of clients screened positively for suicidality that show improvement.
- 4.3. The Contractor shall provide the Department with quarterly reports on client-family engagement, including, but not limited to, the following information:
 - 4.3.1. Percentage of adolescent Clients whose family members effectively engage with the Client; and
 - 4.3.2. Percentage of Clients whose family members engage in prescribed family therapy.

5. Performance Measures

- 5.1. The Contractors performance to carry out the scope of services in this agreement will be continuously assessed on, but not limited to, data reported, in reporting Section 4 Reporting and site visits.

6. Deliverables

- 6.1. The Contractor shall submit monthly progress reports within ten (10) days following the month being reviewed.
- 6.2. The Contractor shall submit monthly reports which relate to the data collected, as identified in Section 3.3.
- 6.3. The Contractor shall provide the infrastructure plan in Section 2.1 within 30 days of the contract effective date.
- 6.4. The Contractor shall serve a total of 100 unduplicated youth, during the project



period.

- 6.5. The Contractor shall participate in monthly Interagency Council meetings.
- 6.6. The Contractor shall submit an annual report within twenty (20) days of the close of the Federal Fiscal Year, and at the contract completion date.
- 6.7. The Contractor shall participate in all annual site reviews in conjunction with the other contracted treatment providers for this program.
- 6.8. The Contractor shall provide data to the Department on a quarterly basis relative to:
 - 6.8.1. Client demographics.
 - 6.8.2. Treatment provided.
 - 6.8.3. Compliance with the Medication Assisted Treatment
- 6.9. The Contractor shall provide an estimated twenty (20) youth, per year, with NH Wraparound services.

7. General Confidentiality and Privacy Compliance

- 7.1. The Contractor shall agree that if the performance of services on behalf of DHHS involves the creation, receipt, collection, transmission, maintenance, storage, or disposition of confidential information, including but not limited to: personal information (PI), protected health information (PHI), personal financial information (PFI) or other confidential information, the Contractor shall be required to safeguard that information as required by the applicable state rule, and state and federal laws. If performance of the services on behalf of DHHS involve the receipt, collection, transmission, storage, or disposition of confidential information relating to an individual's substance use disorder treatment, the Contractor shall safeguard the 42 CFR Part 2 information as required, and shall ensure compliance with all consent and notice requirements prohibiting re-disclosure as required by 42 CFR Part 2.
- 7.2. The Contractor shall have in place practices and procedures, and provide its staff, subcontractors, or end users, as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality rules and state and federal laws.
- 7.3. The Contractor shall agree that reporting requirements of the contract will state whether the information to be reported will be de-identified, aggregate, or include PHI, PII, PFI, or other confidential information. All reporting of confidential information, PHI, PI, or PFI must comply with all state rules, and state or federal law, and comply with the "minimum necessary requirement" found in 45 CFR 164 using the minimum confidential information needed to accomplish the goal of the contract. Contractor must safeguard the 42 CFR Part 2 information as required, and must ensure compliance with all consent and notice requirements prohibiting re-disclosure as required by 42 CFR Part 2.



**New Hampshire Department of Health and Human Services
STATE YOUTH TREATMENT IMPLEMENTATION – TREATMENT PROVIDERS
Exhibit B**

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from U. S. Department of health and Human Services, Substance Abuse and Mental Health Services Administration, Catalog of Federal Domestic Assistance (CFDA) #93.243, Federal Award Identification Number (FAIN), TI080192.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. The Contractor must budget approximately \$4,000 which will cover the cost of the annual site visit and fidelity fee of, The Seven Challenges, for each year of the grant period.
5. New Hampshire Medicaid will be the primary funding source for a client's participation in NH Wraparound. Should a client not have the necessary insurance to participate in the NH Wraparound program, then the Vendor will be expected to pay the Care Management Entity (CME) for that participation with grant funds for the duration of the grant period.
6. The Contractor must work concurrently with the Department to secure Medicaid (<http://www.dhhs.nh.gov/ombp/medicaid/>) for those uninsured youth, when appropriate.
7. Payment for services of youth who are uninsured will be from the Department upon receipt of an invoice from the Contractor.
8. Payment for said services shall be made monthly as follows:
 - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-4, Budget.
 - 8.2. Invoice format will be provided by the Department.
 - 8.3. The Contractor shall submit invoices by the fifteenth (15th) working day of the month, subsequent to the services being provided.
 - 8.4. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.

The Community Council of Nashua, N.H.,
dba Greater Nashua Mental Health Center at
Community Council

Exhibit B

Contractor Initials

CA

4/19/19



**New Hampshire Department of Health and Human Services
STATE YOUTH TREATMENT IMPLEMENTATION – TREATMENT PROVIDERS
Exhibit B**

- 8.5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Donna.Walker@dhhs.nh.gov, or invoices may be mailed to:
- Financial Administrator
Department of Health and Human Services
Division for Behavioral Health
129 Pleasant Street
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

The Community Council of Nashua, N.H.,
dba Greater Nashua Mental Health Center at
Community Council

Exhibit B

Contractor Initials

CA

4/19/19

New Hampshire Department of Health and Human Services

Contractor name: The Community Council of Nashua, NH dba Greater Nashua Mental Health of Community Council

Budget Request for: RFP-2018-08H-03-STATE

Budget Period: SFY 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 19,750.00	\$ 6,813.00	\$ 26,563.00	\$ -	\$ -	\$ -	\$ 19,750.00	\$ 6,813.00	\$ 26,563.00
2. Employee Benefits	\$ 5,530.00	\$ 1,936.00	\$ 7,466.00	\$ -	\$ -	\$ -	\$ 5,530.00	\$ 1,936.00	\$ 7,466.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,170.00	\$ 410.00	\$ 1,580.00	\$ -	\$ -	\$ -	\$ 1,170.00	\$ 410.00	\$ 1,580.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 120.00	\$ -	\$ 120.00	\$ 120.00	\$ -	\$ 120.00	\$ -	\$ -	\$ -
6. Travel	\$ 5,818.00	\$ 2,036.00	\$ 7,854.00	\$ -	\$ -	\$ -	\$ 5,818.00	\$ 2,036.00	\$ 7,854.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 240.00	\$ 84.00	\$ 324.00	\$ -	\$ -	\$ -	\$ 240.00	\$ 84.00	\$ 324.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 250.00	\$ 88.00	\$ 338.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 88.00	\$ 338.00
11. Staff Education and Training	\$ 37,542.00	\$ 13,140.00	\$ 50,682.00	\$ -	\$ -	\$ -	\$ 37,542.00	\$ 13,140.00	\$ 50,682.00
12. Subcontractor/Agreements	\$ 10,800.00	\$ 3,675.00	\$ 14,475.00	\$ -	\$ -	\$ -	\$ 10,800.00	\$ 3,675.00	\$ 14,475.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Client Materials	\$ 4,460.00	\$ 1,561.00	\$ 6,021.00	\$ -	\$ -	\$ -	\$ 4,460.00	\$ 1,561.00	\$ 6,021.00
TOTAL	\$ 118,530.00	\$ 29,843.00	\$ 148,373.00	\$ 120.00	\$ -	\$ 120.00	\$ 85,260.00	\$ 29,843.00	\$ 115,103.00

Indirect As A Percent of Direct 36.0%

Contractor With: *OA*
Date: *11/9/19*

New Hampshire Department of Health and Human Services

Contractor name: The Community Council of Nashua, NH dba Greater Nashua Mental Health of Community Council

Budget Request for: RFP-2019-DBH-02-STATE

Budget Period: SFY 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 39,500.00	\$ 13,825.00	\$ 53,325.00	\$ -	\$ -	\$ -	\$ 39,500.00	\$ 13,825.00	\$ 53,325.00
2. Employee Benefits	\$ 11,060.00	\$ 3,871.00	\$ 14,931.00	\$ -	\$ -	\$ -	\$ 11,060.00	\$ 3,871.00	\$ 14,931.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 240.00	\$ 84.00	\$ 324.00	\$ -	\$ -	\$ -	\$ 240.00	\$ 84.00	\$ 324.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 240.00	\$ -	\$ 240.00	\$ 240.00	\$ -	\$ 240.00	\$ -	\$ -	\$ -
6. Travel	\$ 2,885.00	\$ 940.00	\$ 3,825.00	\$ -	\$ -	\$ -	\$ 2,885.00	\$ 940.00	\$ 3,825.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephones	\$ 480.00	\$ 168.00	\$ 648.00	\$ -	\$ -	\$ -	\$ 480.00	\$ 168.00	\$ 648.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 100.00	\$ 35.00	\$ 135.00	\$ -	\$ -	\$ -	\$ 100.00	\$ 35.00	\$ 135.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ 21,000.00	\$ 7,350.00	\$ 28,350.00	\$ -	\$ -	\$ -	\$ 21,000.00	\$ 7,350.00	\$ 28,350.00
13. Other (except for state mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Client Materials	\$ 2,500.00	\$ 875.00	\$ 3,375.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 875.00	\$ 3,375.00
Annual Fidelity Fee	\$ 4,000.00	\$ 1,400.00	\$ 5,400.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 1,400.00	\$ 5,400.00
TOTAL	\$ 118,165.00	\$ 28,548.00	\$ 146,713.00	\$ 240.00	\$ -	\$ 240.00	\$ 118,165.00	\$ 28,548.00	\$ 146,713.00

Indirect As A Percent of Direct 34.9%

Contractor Initials: CA
Date: 4/19/19

New Hampshire Department of Health and Human Services

Contractor name: The Community Council of Nashua, NH dba Greater Nashua Mental Health at Community Council

Budget Request for: RFP-2019-02H-02-STATE

Budget Period: SFY 2021

Line Item	Total Program Cost by Type of P&M			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 39,500.00	\$ 13,825.00	\$ 53,325.00	\$ -	\$ -	\$ -	\$ 39,500.00	\$ 13,825.00	\$ 53,325.00
2. Employee Benefits	\$ 11,090.00	\$ 3,871.00	\$ 14,961.00	\$ -	\$ -	\$ -	\$ 11,090.00	\$ 3,871.00	\$ 14,961.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 240.00	\$ 84.00	\$ 324.00	\$ -	\$ -	\$ -	\$ 240.00	\$ 84.00	\$ 324.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 240.00	\$ -	\$ 240.00	\$ 240.00	\$ -	\$ 240.00	\$ -	\$ -	\$ -
6. Travel	\$ 2,685.00	\$ 940.00	\$ 3,625.00	\$ -	\$ -	\$ -	\$ 2,685.00	\$ 940.00	\$ 3,625.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 480.00	\$ 160.00	\$ 640.00	\$ -	\$ -	\$ -	\$ 480.00	\$ 160.00	\$ 640.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 100.00	\$ 35.00	\$ 135.00	\$ -	\$ -	\$ -	\$ 100.00	\$ 35.00	\$ 135.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 21,000.00	\$ 7,350.00	\$ 28,350.00	\$ -	\$ -	\$ -	\$ 21,000.00	\$ 7,350.00	\$ 28,350.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Client Materials	\$ 2,900.00	\$ 875.00	\$ 3,775.00	\$ -	\$ -	\$ -	\$ 2,900.00	\$ 875.00	\$ 3,775.00
Annual Fidelity Fee	\$ 4,000.00	\$ 1,400.00	\$ 5,400.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 1,400.00	\$ 5,400.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 118,105.00	\$ 28,548.00	\$ 146,653.00	\$ 240.00	\$ -	\$ 240.00	\$ 81,545.00	\$ 20,548.00	\$ 102,093.00

Indirect As A Percent of Direct 34.9%

Contractor Initial: *CA*
Date: *4/19/19*

New Hampshire Department of Health and Human Services

Contractor name: The Community Council of Nashua, NH dba Greater Nashua Mental Health at Community Council

Budget Request for: RFP-2018-DBH-02-STATE

Budget Period: SFY 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 9,875.00	\$ 3,456.00	\$ 13,331.00	\$ -	\$ -	\$ -	\$ 9,875.00	\$ 3,456.00	\$ 13,331.00
2. Employee Benefits	\$ 2,765.00	\$ 968.00	\$ 3,733.00	\$ -	\$ -	\$ -	\$ 2,765.00	\$ 968.00	\$ 3,733.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 60.00	\$ 21.00	\$ 81.00	\$ -	\$ -	\$ -	\$ 60.00	\$ 21.00	\$ 81.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 60.00	\$ -	\$ 60.00	\$ 60.00	\$ -	\$ 60.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,458.00	\$ 511.00	\$ 1,970.00	\$ -	\$ -	\$ -	\$ 1,458.00	\$ 511.00	\$ 1,970.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 120.00	\$ 42.00	\$ 162.00	\$ -	\$ -	\$ -	\$ 120.00	\$ 42.00	\$ 162.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 100.00	\$ 35.00	\$ 135.00	\$ -	\$ -	\$ -	\$ 100.00	\$ 35.00	\$ 135.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 5,250.00	\$ 1,638.00	\$ 7,088.00	\$ -	\$ -	\$ -	\$ 5,250.00	\$ 1,638.00	\$ 7,088.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Client Manuals	\$ 2,500.00	\$ 875.00	\$ 3,375.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 875.00	\$ 3,375.00
Annual Fidelity Fee	\$ 4,000.00	\$ 1,400.00	\$ 5,400.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 1,400.00	\$ 5,400.00
TOTAL	\$ 11,261.00	\$ 9,146.00	\$ 20,407.00	\$ 60.00	\$ -	\$ 60.00	\$ 26,129.00	\$ 9,146.00	\$ 35,275.00

Indirect As A Percent of Direct 34.9%

Contractor Initials: *CS*
Date: *7/19/19*



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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4/19/19



New Hampshire Department of Health and Human Services
Exhibit C-1

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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4/19/19



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

CA
4/19/19

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

4/19/19
Date


Name: Carlos D. Amuk
Title: Pres. & CEO



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

4/19/19
Date


Name: Carolyn D. Amott
Title: Pres. & CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

9/19/19
Date

Contractor Name:


Name: Curtis D. Bennett
Title: Pres. & CEO

Contractor Initials

Date

DA
9/19/19



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

CXA

Date

4/19/19

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

4/19/19.
Date


Name: Craig J. Amott
Title: Pres. & CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials CA

Date 4/19/19



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Name: Carlos J. Amort
Title: Pres. & CEO

4/19/19
Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

CA
4/19/19



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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4/19/19



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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4/19/19



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

4/29/19
Date

Greater Nashua Mental Health
Name of the Contractor

[Signature]
Signature of Authorized Representative

Craig D. Arnold
Name of Authorized Representative

Pres. & CEO
Title of Authorized Representative

4/19/19
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:


Name: Carolyn J. Amott
Title: Pres. & CEO

4/19/19
Date

Contractor Initials 
Date 4/19/19



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081249823
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



Exhibit K

DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63050

Certificate Number: 0004194379



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of October A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA MENTAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on November 13, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 807172

Certificate Number: 0004503702



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Tanya Spony, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Mental Health
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on April 19, 2019
(Date)

RESOLVED: That the President & CEO of GNMHC
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract (State Youth Treatment Implementation:
RFP-2019-DBH-03-STATE) with the State and to execute any and all documents, agreements and other
instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or
appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 19 day of April, 2019.
(Date Contract Signed)

4. Craig D. Amoth is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Handwritten Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE
County of Hillsborough

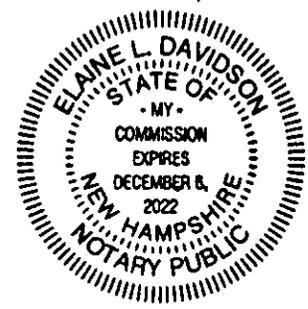
The forgoing instrument was acknowledged before me this 19 day of April, 2019.

By Tanya Spony
(Name of Elected Officer of the Agency)

[Handwritten Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 12/6/2022



Greater Nashua

GNMH

Mental Health

Greater Nashua Mental Health's Mission Statement:

Empowering people to live full and satisfying lives through effective treatment and support.

Updated 11/14/2018



FINANCIAL STATEMENTS

June 30, 2018 and 2017

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors

The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center

We have audited the accompanying financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center (the Organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities and changes in net assets, functional revenues and expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited the Organization's 2017 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 25, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 24, 2018

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Statement of Financial Position

**June 30, 2018
(With Comparative Totals for June 30, 2017)**

	<u>2018</u>	<u>2017</u>
ASSETS		
Cash and cash equivalents	\$ 1,464,134	\$ 744,554
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$174,846 in 2018 and \$1,087,597 in 2017	1,829,455	1,458,090
Investments	1,763,228	1,732,916
Prepaid expenses	177,199	191,365
Property and equipment, net	<u>2,933,666</u>	<u>2,830,369</u>
Total assets	<u>\$ 8,167,682</u>	<u>\$ 6,957,294</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Line of credit	\$ -	\$ 248,224
Accounts payable and accrued expenses	271,513	104,015
Accrued payroll and related activities	371,681	361,457
Estimated third-party liability	950,075	132,475
Accrued vacation	322,611	315,145
Notes payable	1,544,974	1,641,114
Capital lease obligation	<u>5,759</u>	<u>37,304</u>
Total liabilities	<u>3,466,613</u>	<u>2,839,734</u>
Net assets		
Unrestricted	2,397,774	2,341,750
Board designated	<u>2,044,023</u>	<u>1,526,013</u>
Total unrestricted	4,441,797	3,867,763
Temporarily restricted	137,837	129,553
Permanently restricted	<u>121,435</u>	<u>120,244</u>
Total net assets	<u>4,701,069</u>	<u>4,117,560</u>
Total liabilities and net assets	<u>\$ 8,167,682</u>	<u>\$ 6,957,294</u>

The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Statement of Activities and Changes in Net Assets

**Year Ended June 30, 2018
(With Comparative Totals for Year Ended June 30, 2017)**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2018</u>	<u>2017</u>
Revenues and support					
Program service fees, net	\$ 10,542,550	\$ -	\$ -	\$ 10,542,550	\$ 10,917,069
New Hampshire Bureau of Behavioral Health	1,667,297	-	-	1,667,297	1,273,645
Federal grants	523,627	-	-	523,627	628,695
Rental income	10,638	-	-	10,638	18,347
Contributions and support	138,800	-	-	138,800	97,510
Other	<u>189,711</u>	<u>-</u>	<u>-</u>	<u>189,711</u>	<u>12,922</u>
Total revenues and support	<u>13,072,623</u>	<u>-</u>	<u>-</u>	<u>13,072,623</u>	<u>12,948,187</u>
Expenses					
Program services					
Children's and adolescents services	1,449,647	-	-	1,449,647	1,983,228
Adult services	3,988,401	-	-	3,988,401	5,079,299
Elderly services	453,161	-	-	453,161	582,913
Deaf services	344,051	-	-	344,051	384,951
Substance abuse disorders	532,094	-	-	532,094	466,088
Medical services and other programs	<u>2,722,360</u>	<u>-</u>	<u>-</u>	<u>2,722,360</u>	<u>1,221,048</u>
Total program services	9,489,714	-	-	9,489,714	9,717,527
General and administrative	2,995,802	-	-	2,995,802	2,104,472
Development	<u>70,885</u>	<u>-</u>	<u>-</u>	<u>70,885</u>	<u>-</u>
Total expenses	<u>12,556,401</u>	<u>-</u>	<u>-</u>	<u>12,556,401</u>	<u>11,821,999</u>
Income from operations	<u>516,222</u>	<u>-</u>	<u>-</u>	<u>516,222</u>	<u>1,126,188</u>
Other income					
Investment income, net	22,425	3,216	462	26,103	27,307
Realized and unrealized gains on investments	<u>35,387</u>	<u>5,068</u>	<u>729</u>	<u>41,184</u>	<u>78,772</u>
Total other income	<u>57,812</u>	<u>8,284</u>	<u>1,191</u>	<u>67,287</u>	<u>106,079</u>
Excess of revenues and support and other income over expenses and total change in net assets	574,034	8,284	1,191	583,509	1,232,267
Net assets, beginning of year	<u>3,867,763</u>	<u>129,553</u>	<u>120,244</u>	<u>4,117,560</u>	<u>2,885,293</u>
Net assets, end of year	<u>\$ 4,441,797</u>	<u>\$ 137,837</u>	<u>\$ 121,435</u>	<u>\$ 4,701,069</u>	<u>\$ 4,117,560</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH CENTER

Statement of Functional Revenues and Expenses

Year Ended June 30, 2018

	Children and Adolescents	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services and Other Programs	Total Programs	General and Administrative	Development	Total Organization
Program service fees, net	\$ 3,662,246	\$ 5,230,444	\$ 951,922	\$ 122,840	\$ 159,449	\$ 425,649	\$ 10,542,560	\$ -	\$ -	\$ 10,542,560
New Hampshire Bureau of Behavioral Health	141,771	648,430	-	274,931	-	602,165	1,667,297	-	-	1,667,297
Federal grant	-	35,806	-	-	284,905	194,117	514,827	8,800	-	523,627
Rental income	-	2,159	-	-	-	-	2,159	8,479	-	10,638
Contribution and support	-	376	180	-	100	-	656	138,145	-	138,800
Other	-	-	4,866	-	73,664	-	78,619	178,479	-	256,998
	<u>3,794,017</u>	<u>6,917,213</u>	<u>956,967</u>	<u>397,771</u>	<u>618,108</u>	<u>1,221,931</u>	<u>12,806,007</u>	<u>333,903</u>	<u>-</u>	<u>13,139,910</u>
General and administrative allocation	<u>98,925</u>	<u>154,285</u>	<u>24,952</u>	<u>10,371</u>	<u>13,609</u>	<u>31,861</u>	<u>333,903</u>	<u>(333,903)</u>	<u>-</u>	<u>-</u>
Total revenue and support and other income	<u>\$ 3,892,942</u>	<u>\$ 6,071,498</u>	<u>\$ 981,919</u>	<u>\$ 408,142</u>	<u>\$ 531,617</u>	<u>\$ 1,253,792</u>	<u>\$ 13,139,910</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,139,910</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH CENTER

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2018

	Children and Adolescents	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services and Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenue and support and other income	\$ 3,892,942	\$ 6,071,498	\$ 981,919	\$ 408,142	\$ 531,617	\$ 1,253,792	\$ 13,139,910	\$ -	\$ -	\$ 13,139,910
Expenses										
Salaries and wages	948,182	2,585,642	314,412	193,965	418,751	1,448,801	5,909,753	1,739,208	62,500	7,701,461
Employee benefits	171,692	447,294	48,699	41,015	30,379	253,275	992,354	271,218	6,133	1,269,705
Payroll taxes	70,721	189,443	23,528	14,959	31,817	97,420	427,888	126,803	4,016	558,707
Substitute staff	1,229	3,142	336	285	81	1,651	6,724	23,141	-	29,865
Accounting	-	-	-	-	-	-	-	54,766	-	54,766
Audit fees	10,239	26,171	2,797	2,516	863	13,419	66,005	20,630	-	76,635
Legal fees	2,179	11,614	595	537	185	8,310	23,420	5,001	-	28,421
Other professional fees	21,373	47,936	6,480	23,861	1,626	498,661	599,737	118,785	6,000	724,522
Journals and publications	43	110	12	11	4	56	236	216	-	452
Conferences	3,642	3,255	149	1,025	4,044	6,524	18,539	2,272	-	20,811
Other staff development	-	-	-	-	-	-	-	12,694	-	12,694
Rent	-	-	-	-	-	300	300	(300)	-	-
Mortgage (interest)	-	-	-	-	-	-	-	72,819	-	72,819
Heating costs	3,266	8,322	889	867	365	4,110	17,809	8,056	-	25,864
Other utilities	13,817	35,318	3,775	3,489	1,291	17,891	75,581	27,841	-	103,422
Maintenance and repairs	29,343	75,004	8,017	7,390	2,715	188,995	311,464	71,534	-	382,998
Other occupancy costs	605	1,546	165	152	56	784	3,308	1,219	-	4,527
Office	29,298	68,738	7,317	6,126	6,212	60,348	178,037	110,442	-	288,479
Building and household	4,828	12,340	1,319	1,217	737	6,256	26,697	9,728	-	36,425
Food	416	1,618	87	79	770	1,388	4,358	4,497	-	8,655
Advertising	-	-	-	100	-	2,025	2,125	1,021	-	3,146
Printing	507	2,750	39	219	630	845	4,990	-	2,236	7,226
Communication	20,442	67,284	7,836	6,338	3,244	21,711	126,854	35,295	-	162,149
Postage	1,247	2,816	301	266	87	1,464	6,171	3,162	-	9,333
Staff	28,537	105,211	14,903	23,934	10,518	9,678	192,781	11,718	-	204,499
Client services	27,576	155,811	861	-	5,975	843	191,066	464	-	191,530
Malpractice insurance	20,038	51,219	5,474	5,027	1,828	26,020	109,606	40,375	-	149,981
Vehicle insurance	364	932	100	89	30	478	1,993	734	-	2,727
Property and liability insurance	8,088	20,673	2,210	2,031	741	10,497	44,240	16,296	-	60,536
Other interest	-	-	-	127	169	551	847	3,135	-	3,982
Depreciation	20,407	36,749	-	6,004	8,005	22,821	93,985	156,423	-	250,409
Equipment rental	3,789	9,685	1,035	943	335	13,254	29,041	9,725	-	38,766
Equipment maintenance	900	2,301	246	224	79	1,174	4,924	13,118	-	18,042
Membership dues	6,471	13,892	1,439	1,325	510	2,051	25,688	14,592	-	40,280
Other	518	1,585	141	130	47	771	3,192	9,175	-	12,357
Total program expenses	1,449,647	3,988,401	453,161	344,051	532,094	2,722,360	9,489,714	2,995,802	70,885	12,556,401
General and administrative allocation	910,538	2,418,476	357,303	155,001	102,004	(876,635)	3,066,687	(3,066,687)	-	-
Total expenses	2,360,185	6,406,877	810,464	499,052	634,098	1,845,725	12,556,401	(70,885)	70,885	12,556,401
Change in net assets	\$ 1,532,757	\$ (335,379)	\$ 171,455	\$ (90,910)	\$ (102,481)	\$ (591,933)	\$ 583,509	\$ 70,885	\$ (70,885)	\$ 583,509

The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Statement of Cash Flows

**Year Ended June 30, 2018
(With Comparative Totals for Year Ended June 30, 2017)**

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ 583,509	\$ 1,232,267
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	251,257	246,740
Net realized and unrealized gains on investments	(41,184)	(78,772)
Provision for bad debt	1,286,950	1,106,441
Gain on sale of assets	441	-
Changes in operating assets and liabilities		
Accounts receivable	(1,658,315)	(853,360)
Prepaid expenses	14,164	(25,604)
Accounts payable and accrued expenses	20,655	9,712
Accrued payroll and related expenses and vacation	17,690	39,432
Estimated third-party liability	817,600	(351,004)
Deferred revenue	-	(206,580)
Net cash provided by operating activities	<u>1,292,767</u>	<u>1,119,272</u>
Cash flows from investing activities		
Purchases of investments	(618,427)	(536,716)
Proceeds from the sale of investments	629,301	551,403
Purchase of property and equipment	<u>(207,305)</u>	<u>(130,555)</u>
Net cash used by investing activities	<u>(196,431)</u>	<u>(115,868)</u>
Cash flows from financing activities		
Net repayment on the line of credit	(248,224)	(751,776)
Principal payments on notes payable	<u>(128,532)</u>	<u>(123,643)</u>
Net cash used by financing activities	<u>(376,756)</u>	<u>(875,419)</u>
Net increase in cash and cash equivalents	719,580	127,985
Cash and cash equivalents, beginning of year	<u>744,554</u>	<u>616,569</u>
Cash and cash equivalents, end of year	<u>\$ 1,464,134</u>	<u>\$ 744,554</u>
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	<u>\$ 146,843</u>	<u>\$ -</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

June 30, 2018

(With Comparative Totals for June 30, 2017)

Organization

The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health Center (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Community Support Services, Child and Adolescent Programs, Clinical Research and Integrated HealthCare Programs, Adult Outpatient Services, and specialty services such as Housing, Deaf Services, Substance Abuse Program, Vocational Services and Individual and Group Therapy.

1. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations, which include board designated funds of \$540,065 and \$1,503,958 at June 30, 2018 and \$42,893 and \$1,483,120 at June 30, 2017, included in cash and investments, respectively.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities and changes in net assets as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities and changes in net assets as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

**June 30, 2018
(With Comparative Totals for June 30, 2017)**

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2017 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources.

Investments

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in permanently restricted net assets if the terms of the gift require that they be maintained with the corpus of a permanent endowment fund;

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

**June 30, 2018
(With Comparative Totals for June 30, 2017)**

- Increases (decreases) in temporarily restricted net assets if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in unrestricted net assets in all other cases.

Property and Equipment

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than \$5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. In 2018 the method of allocating expenses by function was revised based on patient service revenue related to medical services by department. In 2017, expenses were allocated based on payroll expense by department.

Estimated Third-Party Liability

The Organization's third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2018 and 2017. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 24, 2018, which is the date that the financial statements were available to be issued.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

**June 30, 2018
(With Comparative Totals for June 30, 2017)**

2. Program Service Fees and Concentrations of Credit Risk

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 76% and 74% of the Organization's net program service fees for 2018 and 2017, respectively. Net revenues from the Medicaid program accounted for approximately 11% and 17% of the Organization's net program service fees for 2018 and 2017, respectively.

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, recognized in 2018 and 2017 from those major sources is as follows:

	<u>2018</u>	<u>2017</u>
Private pay	\$ 1,401,634	\$ 1,070,603
Commercial insurance	326,938	322,958
Medicaid	1,880,676	2,546,817
Medicare	1,147,556	1,301,991
Other payers	589,739	438,909
Managed care	<u>16,899,789</u>	<u>12,886,961</u>
	<u>22,246,332</u>	<u>18,568,239</u>
Less: Contractual allowances	(4,426,265)	(3,092,460)
Capitation adjustments	(5,990,567)	(3,452,269)
Provision for bad debt	<u>(1,286,950)</u>	<u>(1,106,441)</u>
	<u>(11,703,782)</u>	<u>(7,651,170)</u>
 Program service fees, net	 <u>\$ 10,542,550</u>	 <u>\$ 10,917,069</u>

The increase in bad debt expense in 2018 as compared to 2017 is primarily due to collection issues relating to self pay patients.

**THE COMMUNITY COUNCIL OF NASHUA, NH
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Notes to Financial Statements

**June 30, 2018
(With Comparative Totals for June 30, 2017)**

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	<u>2018</u>	<u>2017</u>
Private pay	34 %	61 %
Blue Cross/Blue Shield	4	1
Medicaid	31	23
Medicare	15	5
Other	6	3
Managed care	<u>10</u>	<u>7</u>
	<u>100 %</u>	<u>100 %</u>

3. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2018</u>	<u>2017</u>
Common stocks	\$ 554,946	\$ 558,516
Equity mutual funds	403,223	718,546
U.S. Treasury bonds	436,769	343,841
Corporate bonds	270,297	24,062
Mortgage backed securities	-	87,951
Corporate bond mutual funds	<u>97,993</u>	<u>-</u>
	<u>\$ 1,763,228</u>	<u>\$ 1,732,916</u>

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

4. Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

**THE COMMUNITY COUNCIL OF NASHUA, NH
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Notes to Financial Statements

June 30, 2018

(With Comparative Totals for June 30, 2017)

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

	<u>2018</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
<u>Investments</u>			
Common stocks	\$ 554,946	\$ -	\$ 554,946
Equity mutual funds	403,223	-	403,223
U.S. Treasury bonds	436,769	-	436,769
Corporate bonds	-	270,297	270,297
Corporate bond mutual funds	<u>97,993</u>	<u>-</u>	<u>97,993</u>
	<u>\$ 1,492,931</u>	<u>\$ 270,297</u>	<u>\$ 1,763,228</u>
		<u>2017</u>	
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
<u>Investments</u>			
Common stocks	\$ 558,516	\$ -	\$ 558,516
Equity mutual funds	718,546	-	718,546
U.S. Treasury bonds	343,841	-	343,841
Corporate bonds	-	24,062	24,062
Mortgage-backed securities	<u>87,951</u>	<u>-</u>	<u>87,951</u>
	<u>\$ 1,708,854</u>	<u>\$ 24,062</u>	<u>\$ 1,732,916</u>

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

**June 30, 2018
(With Comparative Totals for June 30, 2017)**

5. Property and Equipment

Property and equipment consists of the following:

	<u>2018</u>	<u>2017</u>
Land, buildings and improvements	\$ 5,028,346	\$ 4,983,891
Furniture and equipment	284,824	263,330
Computer equipment	254,861	230,567
Software	684,047	660,917
Vehicles	-	32,766
Construction in process	<u>240,773</u>	<u>-</u>
	6,492,851	6,171,471
Less accumulated depreciation	<u>(3,559,185)</u>	<u>(3,341,102)</u>
Property and equipment, net	<u>\$ 2,933,666</u>	<u>\$ 2,830,369</u>

6. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act), which became effective July 1, 2008, as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' real value, that excess is available for appropriation and, therefore, classified as temporarily restricted net assets until appropriated by the Board of Trustees for expenditure. Funds designated by the Board of Directors to function as endowments are classified as unrestricted net assets.

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Notes to Financial Statements

**June 30, 2018
(With Comparative Totals for June 30, 2017)**

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

Return Objectives and Risk Parameters

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Spending Policy

Currently, the Organization does not have a written spending policy approved by its Board of Directors. Historically, the Organization has appropriated for distribution the accumulated interest and dividend income on the investment funds. The Organization considers the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor restrictions, and the possible effects of inflation.

**THE COMMUNITY COUNCIL OF NASHUA, NH
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Notes to Financial Statements

**June 30, 2018
(With Comparative Totals for June 30, 2017)**

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2018 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 137,837	\$ 121,435	\$ 259,272
Board-designated endowment funds	<u>1,544,023</u>	<u>-</u>	<u>-</u>	<u>1,544,023</u>
	<u>\$ 1,544,023</u>	<u>\$ 137,837</u>	<u>\$ 121,435</u>	<u>\$ 1,803,295</u>

The changes in endowment net assets for the year ended June 30, 2018 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2017	\$ 1,526,011	\$ 129,553	\$ 120,244	\$1,775,808
Contributions	200	-	-	200
Investment return				
Investment income	35,886	5,144	739	41,769
Net appreciation	35,387	5,068	729	41,184
Investment fees	<u>(13,461)</u>	<u>(1,928)</u>	<u>(277)</u>	<u>(15,666)</u>
Total investment return	57,812	8,284	1,191	67,287
Appropriation of endowment assets for expenditure	<u>(40,000)</u>	<u>-</u>	<u>-</u>	<u>(40,000)</u>
Endowment net assets, June 30, 2018	<u>\$ 1,544,023</u>	<u>\$ 137,837</u>	<u>\$ 121,435</u>	<u>\$1,803,295</u>

The endowment net asset composition by type of fund as of June 30, 2017 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 129,553	\$ 120,244	\$ 249,797
Board-designated endowment funds	<u>1,526,011</u>	<u>-</u>	<u>-</u>	<u>1,526,011</u>
	<u>\$ 1,526,011</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$ 1,775,808</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

**June 30, 2018
(With Comparative Totals for June 30, 2017)**

The changes in endowment net assets for the year ended June 30, 2017 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2016	\$ 1,539,326	\$ 71,810	\$ 98,593	\$1,709,729
Investment return				
Investment income	37,416	5,219	751	43,386
Net appreciation	67,933	9,476	1,363	78,772
Investment fees	<u>(13,867)</u>	<u>(1,934)</u>	<u>(278)</u>	<u>(16,079)</u>
Total investment return	91,482	12,761	1,836	106,079
Appropriation of endowment assets for expenditure	(40,000)	-	-	(40,000)
Reclassification of net assets	<u>(64,797)</u>	<u>44,982</u>	<u>19,815</u>	<u>-</u>
Endowment net assets, June 30, 2017	<u>\$ 1,526,011</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$1,775,808</u>

In 2017, the Organization reviewed historical data relating to permanently restricted net assets and, due to changes in interpretation of original gift records, reclassified net appreciation from unrestricted net assets to temporarily restricted net assets and permanently restricted net assets.

7. Debt Obligations

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of Prime plus 1.0% adjusted daily with a floor rate of 4.00% (6% at June 30, 2018). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2018 and an outstanding balance of \$248,224 at June 30, 2017. The line of credit agreement has a maturity date of February 28, 2019.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

**June 30, 2018
(With Comparative Totals for June 30, 2017)**

Notes Payable

The Organization had the following notes payable:

	<u>2018</u>	<u>2017</u>
4.25% note payable to TD Bank in monthly principal and interest payments of \$8,133 through January 2019, at which time a balloon payment for the remaining principal is due; collateralized by mortgaged property.	\$ 888,676	\$ 946,599
Note payable to TD Bank in monthly principal and interest payments of \$6,016 through July 2020, at which time a balloon payment for the remaining principal is due. Interest rate at the Federal Home Loan Bank Boston Five Year Classic Advance Rate plus 2.65% (5.82% at June 30, 2018); collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education Facilities Authority.	<u>658,329</u>	<u>697,393</u>
	1,547,005	1,643,992
Less: unamortized deferred issuance costs	<u>(2,031)</u>	<u>(2,878)</u>
Total notes payable	<u>\$ 1,544,974</u>	<u>\$ 1,641,114</u>

The scheduled maturities on notes payable are as follows:

2019	\$	930,818
2020		48,149
2021		568,038

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2018.

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER

Notes to Financial Statements

June 30, 2018

(With Comparative Totals for June 30, 2017)

8. Commitments and Contingencies

Litigation

At June 30, 2018, the Organization was a named respondent in an administrative matter. After consultation with legal counsel, management estimates this matter will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

Construction Commitment

In 2018, the Organization commenced renovations of a building. In connection with these renovations, the Organization expects the total cost of the project to be approximately \$412,000 and has signed construction contracts for that amount. Total costs incurred at June 30, 2018 were approximately \$200,000, and the project is expected to be completed during the year ending June 30, 2019.

Operating Leases

Rent expense of \$12,079 for various equipment was incurred for both the years ended June 30, 2018 and 2017, under noncancellable operating lease agreements covering a term greater than one year.

Future minimum lease payments required under noncancellable lease agreements for the next two years ending June 30 are as follows:

	<u>Operating Leases</u>
2019	\$ 12,079
2020	<u>9,380</u>
	<u>\$ 21,459</u>

Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2018, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER

Notes to Financial Statements

June 30, 2018
(With Comparative Totals for June 30, 2017)

9. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2017 the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2018. Expenses associated with this plan were \$102,941 for the year ended June 30, 2018. There was no expense associated with this plan for the year ended June 30, 2017.

BOARD OF DIRECTORS 2019

Alphabetical Order

Emily Blatt

Pamela Burns (*Board Vice Chair*)

Christine D. Furman, MBA

Alan Harkabus

Jone LaBombard (*Board Secretary*)

Laura Maistrosky, Esquire

Elizabeth Sheehan

Mary Ann Somerville

Tanya L. Spony, Esquire (*Board Chair*)

Aaron Telage, CPA

Marie Tule, CPA (*Board Treasurer*)

Donna Upson

Diane Vienneau, M.Ed., CAGS

KATE BERNIER, LICSW

Director, Child and Adolescent Department, GNMH

Child and Family Therapist

Formal Education

MSW University of NH 1998

Bachelor of Behavioral Science Granite State College at UNH 1994
Summa cum Laude

Undergraduate Harvard College 1967-1970

Licensed Independent Clinical Social Worker

State of NH license # 1003 since July 1, 2000

NH Board Approved Clinical Supervisor

Post Graduate Training

Completed EMDR Part I and II 2006

Yearlong Training in Attachment Disorder Treatment with Daniel Hughes at Casey Family Services

Yearlong Training in Family Systems Therapy at the Family Institute of Cambridge 1999-2000

Training and consultation in:

TF-CB Trauma Focused-Cognitive Behavioral Therapy

HNC Helping the Non-Compliant Child

CPP Child Parent Psychotherapy

Work Experience

Greater Nashua Mental Health Center: August 1998-present

Director, Child and Adolescent Department May 2018-present

Associate Program Director 2012-present

Various responsibilities including supervision of multiple staff members

Coordinator of Outreach Services 2002-2012

Responsible for supervising four community based programs; providing clinical supervision, guidance and training to Outreach staff; triaging referrals to the programs; managing productivity and documentation standards for the Outreach staff; developing and facilitating therapeutic groups. Provide direct service to a variety of Severely Emotionally Disturbed clients and their families. This includes, initial assessment, diagnosing, planning and providing treatment, working with collaterals in community organizations to optimize and coordinate care.

Coordinator of Intensive Community Based Support Services 1998-2002

Ran a program similar to C-ACT

Instructor for the Child Impact Program 2004-present

A court ordered 4-hour class, taught monthly, for parents of minor children who are getting divorced.

Emergency Services Clinician 2006-2009

Group Leader: Developed and lead Expressive Group Therapy with yoga groups for three different age groups 2009-2014

Trainer: Provided several one-hour In-services Trainings for clinical staff at GNMHC on various topics. Ongoing

Previous Work Experience

1992-1998: Mental Health worker at the Psychiatric Institute at Catholic Medical Center. Responsibilities included patient care, maintaining unit safety, providing support and feedback to patients, running therapeutic groups

May 1998-September1998: (This was a continuation of an internship that began in September 1997) Therapist at James Foster& Associates. Responsibilities included clinical work with adults, couples, and families; assisting in the development and running of a Domestic Violence Treatment Program.

September 1996-May 1997: Internship as a Clinical Social Worker in the girls' cottage at the Youth Development Center of NH. Responsibilities included providing individual and family counseling to a number of residents, developing and running therapeutic groups for the residents, consulting with direct line staff on clinical issues, working in the milieu as social worker, and developing resource and training projects.

1987-1997: Home Health worker for Rockingham VNA and Hospice. Responsibilities included: working independently in homes with elderly and disabled clients, doing personal care, assessing needs, communicating with agency and with family members.

1981-1984: Remedial reading instructor in the CHAPTER I Program in the Manchester School Department. Responsibilities included working in two different junior high schools developing and implementing curriculum, teaching small group, testing and grading students.

Other Professional Activities

Member of NH Disaster Behavioral Health Team 2000-present

2012 Provided staff training at St. Anne's Home, Methuen MA on Treatment of Reactive Attachment Disorder and consultation on a specific case.

3/11/10 & 4/1/10: Provided a 4-hour training on Reactive Attachment Disorder at St Anne's Home. Discussion of etiology, presentation and diagnosis, and treatment. Training provided to the residential therapists.

6/13/2009 presented a workshop on An Investigation into Mind-Body Treatment for Trauma at the National Society of Group Practice Annual Conference in Boston MA

2/5/04 & 2/12/04: Provided a 4-hour training on Reactive Attachment Disorder at Nashua Children's Home. Discussion of etiology, presentation and diagnosis, and treatment. Training provided to the residential therapists.

1990-1999: Parent-Child Mediator for the Derry District Court Family mediation program.

Cynthia L. Whitaker, PsyD, MLADC

Clinical Licenses:

**NH Licensed Psychologist #1155
NH Master Licensed Alcohol & Drug Counselor #0923**

Education:

Antioch New England Graduate School PsyD in Clinical Psychology	Keene, NH
University of Massachusetts Medical School Center for Integrated Primary Care Certificate in Primary Care Behavioral Health	Worcester, MA
University of New Hampshire at Manchester Certificate in Sign Language Interpretation	Manchester, NH
Rhode Island College BA in Psychology and Communication Sciences Communication emphasis in Speech and Hearing Sciences	Providence, RI

Clinical Experience:

Greater Nashua Mental Health Center Chief of Services	Nashua, NH	12/15-present
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Responsible for the leadership, development, and evaluation of the mental health center's clinical services. Accountable for the establishment of clinical policies, standards, and practices of client care and ensuring that treatment services are researched and evidenced based, comply with "best practices" and demonstrate positive outcomes. Work collaboratively with other team members in providing a united, visible, and strong leadership presence across the organization to help focus and prioritize efforts and operationalize the financial aspect of the organization's mission and strategic plan.

Greater Nashua Mental Health Center Director of Outpatient Services, Clinical Supervisor for Southern Hillsborough County Drug Court, and Director of Student Training	Nashua, NH	8/10-11/15
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Clinical and administrative director of adult outpatient program, which includes outpatient therapy and a full array of substance use services. Responsible for program administration and development, supervision of licensed and non-licensed staff, budget management, and a wide range of other clinical and leadership activities related to the programs. Clinical responsibilities include facilitation of DBT groups, providing Integrated Primary Care at Dartmouth-Hitchcock Clinic, as well as providing evaluations, individual therapy, and psychological testing. Also responsible for overseeing agency wide student training program for Masters and Doctoral level students including facilitating student supervision group and agency wide trainings.

Greater Nashua Mental Health Center **Nashua, NH** **10/06-7/10**
Coordinator of Deaf Services for the State of New Hampshire

Responsible for leading a clinical team in the provision of mental health services to individuals who are deaf. Position included program administration, supervision of staff, consultation to other providers, and community education and outreach.

Riverbend Community Mental Health **Henniker, NH** **8/05-10/06**
Child and Family Therapist

Worked with a multidisciplinary team to provide mental health services to children and their families. Position included provision of individual therapy, family therapy, case management, and advocacy. Coordination with other providers and schools was also included in the position.

Moore Center Services **Manchester, NH** **12/02-6/05**
MIMS Worker/Supervisor

Working in collaboration with the Mental Health Center of Greater Manchester, provided Mental Illness Management Services (MIMS) to children and adults diagnosed with both a mental illness and a developmental disability. Responsibilities included supervising part-time staff, managing staff schedules, fiscal responsibility, other administrative duties, and direct support of consumers.

University at Albany Counseling Center **Albany, NY** **7/01-7/02**
Ellis Hospital Mental Health Clinic **Schenectady, NY**
Pre-doctoral Intern in Psychology

APPIC accredited internship with focused training in two distinct settings, a university counseling center and a community mental health center. Core activities included intake assessment and referral, individual and group psychotherapy, crisis intervention, individual supervision of doctoral student, group supervision of undergraduate peer trainers, and psychological assessment. Also received advanced training on the Rorschach Inkblot Procedure. Training at community mental health center focused on assessment and therapy with adults diagnosed with major mental illness and/or personality disorders in an outpatient setting and facilitation of group therapy for the MICA (Mentally Ill and Chemically Addicted) program.

College Level Teaching Experience:

Rivier University **Nashua, NH** **05/15-present**
Adjunct Faculty

Responsible for teaching Community Consultation class for School and Counseling Psychology doctoral students.

Antioch New England University **Keene, NH** **1/10 -07/15**
Adjunct Faculty

Responsible for teaching Psychological Development, Professional Seminar, and an Advanced Seminar in Mindfulness in Psychotherapy to doctoral students in the Clinical Psychology department. Also a dissertation committee member for multiple students.

Professional Affiliations:

American Association of Christian Counselors (AACC)

American Psychological Association (APA)

APA Division 12, Clinical Psychology

APA Division 22, Rehabilitation Psychology

Special Interest Section on Deafness

New Hampshire Psychological Association (NHPA)

Member of Ethics Committee

NAADAC, The Association for Addiction Professionals

New Hampshire Alcohol & Drug Abuse Counselors Association (NHADACA)

New Hampshire Disaster Behavioral Health Response Team (NH-DBHRT)

Society of Psychologists in Management (SPIM)

Michelle Halpin

PROFESSIONAL SUMMARY

Highly motivated Bachelor degree Registered Nurse attending Rivier University's Masters of Science in Nursing Psychiatric Mental Health Nurse Practitioner degree; anticipated graduation date May 2018. GPA: 4.0. Special skills include proficient with electronic medical records, Word, Excel, PowerPoint, and Outlook. Strong communication skills across the lifespan and cultural variations.

CREDENTIALS

Registered Nurse, NH, MA
Licensed Practical Nurse

June 2014-present
1/1997-11/2013

EDUCATION

Masters of Science in Nursing, Psychiatric Nurse Practitioner GPA 4.0
Rivier University, Nashua, NH

Matriculated; graduate May 2018

Bachelor of Science in Nursing GPA 4.0
Rivier University, Nashua, NH

January, 2016

Associates Degree, Nursing Science GPA 3.8
Nashua Community College, Nashua NH

May, 2014

Licensed Practical Nursing Award for highest assessment score
Lively Vocational Institute, Tallahassee, FL

December, 1996

RELATED EXPERIENCE

Registered Nurse

12/2016-current

Maxim, Manchester, NH

- Per diem staff relief and various temporary assignments

Nurse Case Manager

8/2014-11/2016

Mitchell International, Work-From-Home

- Specialized area of Pharmacy Intervention: work with patients to decrease use of opioids
- Successfully manage case load of 60 patients
- QA greater than 98%
- Precept new employees
- Awarded MVP and Team Player Awards

Practicum rotation (120 hours) for PMHNP at Lowell Mental Health Associates, Lowell, MA

1/2017-5/2017

Clinical rotations at New Hampshire State Hospital, ACCESS and Partial Health Program, Nashua, NH

1/2014-5/2014

Compliance Coordinator

Tandom Healthcare, Tallahassee, FL

12/1999-9/2000

- Assessed patients taking psychotropic medications for AIMS and opportunities to decrease medications

ADDITIONAL EXPERIENCE

LNA Instructor

3/2012-3/2013

LNA Health Careers, Manchester, NH

- Instructed clinical and theory to LNA students with a final pass rate of 100%

Staff Relief Nurse

9/2011-3/2012

MAS Homecare, Manchester, NH

- Reliably provided staff relief in a variety of settings

Michelle Halpin

Quality Review Nurse 8/2010-9/2011
MedAssurant, – Work-From-Home

- Exceeded productivity and quality expectations while performing chart reviews for quality assurance and Health Effectiveness Data and Information Set (HEDIS) reviews.

Manager of Operations, Utilization Review – Worker’s Compensation 3/2003 – 6/2010
Coventry Health Care, Tampa, FL

- Consistently exceeded customer and jurisdictional requirements, quality, and productivity
- Proficiently managed team of nurses and assistive staff who provided services for over 20 customers
- Assisted with the development of reports to ensure compliance
- Earned Employee of the Month twice
- Began as Utilization Review nurse, advanced to supervisor, then manager of operations

Agency Nurse – Acute Care 9/2001-3/2003
Various staffing agencies in the Tampa, FL area

- Reliably provided acute care in medical-surgical and cardiac settings

Cardiac Step-Down Unit Nurse 9/2000-9/2001
Northwest Florida Regional Medical Center, Ft. Myers, FL

- Safely provided pre and post cardiac catheterization care and pre-coronary artery bypass grafting care.
- Maintained intra venous, telemetry, and Advanced Cardiac Life Support certifications

Unit Manager – Long-Term Care, Sub-Acute, Wound Care, Compliance Coordinator 9/1997-9/2000
Tandem Health Care, Tallahassee, FL

- Successfully managed a staff of fifty including both licensed and non-licensed personnel
- Provided oversight for care of sixty residents, including care plans and doctor visits
- Participated in daily admission/discharge meetings for both sub-acute and long-term care patients
- Assessed, treated, and reported on all wounds in the facility and worked with staff to ensure wound care standards were consistently met
- Obtained intra venous certification
- Monitored and reported on compliance regarding sentinel events, wound care, and psychotropic medications
- Awarded Employee of the Month twice

Home Health Care 6/1993-9/1997
NHC Home Care, Tallahassee, FL

- Worked as part of a team to provide comprehensive in-home services for home bound patients
- Awarded Employee of the Month twice
- Began as a home health aide and continued on as a nurse after earning my LPN degree

AFFILIATIONS

Sigma Theta Tau International 3/2015-Current
Phi Theta Kappa 9/2012-Current

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
To be hired	SUD Therapist	\$50,000	75%	\$37,500
Kate Bernier	Director, Child, Adolescent and Family Services	\$77,792.52	0%	\$0.00
Cynthia Whitaker, PsyD, MLADC	Chief of Services	\$104,906.36	0%	\$0.00
Michelle Halpin, ARNP	Nurse Practitioner, Child, Adolescent and Family Services	\$129,906.14	0%	\$0.00